

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-136-T - ORDER NO. 2021-465

JULY 15, 2021

IN RE: Application of Sullivan Junk and Moving,)	ORDER GRANTING
LLC, d/b/a College Hunks Moving, for Class)	CLASS E HOUSEHOLD
E (Household Goods) Certificate of Public)	GOODS MOTOR
Convenience and Necessity for Operation of)	CARRIER CERTIFICATE
Motor Vehicle Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Sullivan Junk and Moving, LLC d/b/a College Hunks Moving (Sullivan) for a Class E Certificate of Public Convenience and Necessity to transport household goods on a statewide basis.

II. FACTS AND PROCEDURAL HISTORY

Sullivan, a limited liability corporation, organized under the laws of the State of South Carolina, filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on April 20, 2021, submitted by Charles L.A. Terreni, Esquire. Sullivan later filed a revised page 7 to the Application on June 7, 2021, and filed pre-filed testimony, a Tariff, and a Bill of Lading on June 17, 2021. On June 19, 2021, Sullivan filed an Amended Tariff and an Amended Bill of Lading.

The Office of Regulatory Staff (ORS), a party of record pursuant to section 58-4-10 of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance on April 20, 2021, indicating Jenny R. Pittman, Esquire, would appear in the matter.

By letter dated April 22, 2021, the Clerk's Office of the Commission instructed Sullivan to publish the Notice of Filing (Notice) in newspapers of general circulation. The Notice provided information regarding the nature of the proceeding and advised anyone who wanted to participate as a party of record to file a Petition to Intervene on or before May 28, 2021. The Commission required Sullivan to publish the Notice on or before May 10, 2021, and to provide proof of publication no later than May 28, 2021. Sullivan complied with these requirements. No party intervened.

Counsel for the Commission held a pre-hearing conference with the parties on June 7, 2021. On June 21, 2021, ORS notified the Commission it did not intend to file direct testimony in the docket but had reviewed the Application and was of the opinion Sullivan would meet the fit, willing, and able requirements of S.C. Code Ann. Regs. 103-133 (2012). ORS also stated it would ensure Sullivan complied with all applicable statutes and regulations and any conditions the Commission established before ORS issued the certificate, if approved.

The Commission held a virtual public hearing on June 22, 2021, at 10:00 a.m., chaired by Vice Chair Florence P. Belser. Sullivan placed exhibits into evidence at the hearing, including the Application with corrected page 7, the affidavit of shipper witness Elizabeth Sullivan, the amended Tariff, and the amended Bill of Lading. ORS admitted into evidence its correspondence dated June 21, 2021, regarding its review, and offered the testimony of Thomas McGill of ORS. After the hearing, on June 25, 2021, Sullivan filed, among other items, the ten-year driving record of William Sullivan, a corrected amended Tariff, and a corrected amended Bill of Lading.

On June 30, 2021, the Commission issued a Directive approving the Application of Sullivan Junk and Moving, LLC, d/b/a College Hunks for a Class E (Household Goods) Certificate.

III. EVIDENCE OF RECORD

The Application and evidence presented at the hearing and in late-filed exhibits establish Sullivan is financially sound, as set forth in its Financial Statement, plans to acquire a vehicle designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance, and has a business plan to provide services on a statewide basis. The evidence also indicated Sullivan is familiar with the statutes and regulations governing household goods motor carriers operating with a Class E Certificate.

Sullivan offered the testimony of its founder, William Sullivan, and the affidavit of shipper witness Elizabeth Sullivan at the hearing. ORS reviewed Sullivan's Application and conducted an inspection of Sullivan's records and equipment and opined Sullivan will meet the fit, willing, and able standard set forth in the South Carolina Code of Regulations. Furthermore, ORS will ensure Sullivan complies with all applicable statutes and regulations if the Commission approves the Application.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of State Regulations (2012) provides:

A Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain

either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.

S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to section 58-23-260 of the South Carolina Code of Laws (2015), ORS, “upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule.” Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

An applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

Id.

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety

records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.

- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. WILLING. Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133 (1) (2012).

V. FINDINGS OF FACT

After review of all the evidence presented in this docket, the Commission makes the following findings of fact:

- 1. Sullivan is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.

2. Sullivan provided a financial statement indicating it is financially fit to carry out the proposed carrier services.

3. Sullivan provided a corrected amended Tariff and Bill of Lading filed on June 25, 2021, setting forth its hourly rates and service offerings. We find the corrected amended Tariff and Bill of Lading filed on June 25, 2021, are reasonable.

4. ORS inspected Sullivan's records and equipment and determined Sullivan will meet the requirements of Regulation 103-133 as a fit, willing, and able household goods mover.

5. The Affidavit of shipper witness Elizabeth Sullivan demonstrated the public convenience and necessity is not currently being served.

6. No party intervened or presented evidence in opposition to the evidence presented by Sullivan and ORS.

7. Sullivan is fit, willing, and able to perform the service it proposes, and the Application should be approved.

VI. CONCLUSIONS OF LAW

1. Sullivan is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in Regulation 103-133(1).

2. Sullivan has shown the public convenience and necessity is not already being served, pursuant to Regulation 103-133(1).

3. Sullivan presented the affidavit of a shipper witness at the hearing in compliance with Regulation 103-133(1).

VII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Sullivan Junk and Moving, LLC d/b/a College Hunks Moving for a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity is approved for Sullivan to transport household goods to points and places throughout South Carolina.

2. Sullivan's corrected amended Tariff and Bill of Lading filed on June 25, 2021, are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Sullivan shall file with ORS the proper license fees, proof of liability insurance (Form E), and other information required by sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with the filing of information as required by sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to Sullivan authorizing the motor carrier services granted herein.

5. Prior to compliance with the above-referenced requirements regarding the filing of certain information with the ORS and receipt of a Certificate, Sullivan's services authorized by this Order may not be provided.

6. The failure of Sullivan to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and

the payment of license fees and such other information required by law within ninety (90) days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further Order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), ORS shall notify the Commission, specifying the name and docket number, if Sullivan fails to comply with the requirements set forth in this Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



A handwritten signature in blue ink, appearing to read "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chair
Public Service Commission of
South Carolina

**Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina
Household Goods Tariff**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

Date Proposed: 6/19/2021

Effective Date: _____

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Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Sullivan Junk and Moving, LLC d/b/a College Hunks Moving ("College Hunks Moving"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the College Hunks Moving office location and includes the movers' estimated return time to the office location.

The Overnight Storage fee is \$150

Charges for May 1st thru September 30th

Number of Movers	Hourly Weekday Charge	Hourly Weekend Charge (Friday, Saturday & Sunday)
Two Hunks and 1 Truck	\$120.00	\$130.00
Three Hunks and 1 Truck	\$160.00	\$170.00
Four Hunks and 1 Truck	\$200.00	\$210.00

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Five Hunks and 2 Trucks	\$250.00	\$ 260.00
Six Hunks and 2 Trucks	\$290.00	\$ 300.00

Charges for October 1st thru April 30th

Number of Movers	Hourly Weekday Charge	Hourly Weekend Charge (Friday, Saturday & Sunday)
Two Hunks and 1 Truck	\$110.00	\$120.00
Three Hunks and 1 Truck	\$150.00	\$160.00
Four Hunks and 1 Truck	\$190.00	\$200.00
Five Hunks and 2 Trucks	\$240.00	\$250.00
Six Hunks and 2 Trucks	\$280.00	\$ 290.00

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1.2 Minimum Hourly Charges:

The following minimum hourly charges apply:

Monday- Thursday	Two-Hour Minimum Charge
Friday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. A deposit equal to the minimum charge is required. If a customer cancels within 48 hours of their move, College Hunks Moving will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

Customers electing to pay with credit card will charged an additional 2.5% processing fee on the final total.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Gun cabinet - \$99
- Steel Gun Cabinet (in excess of 400 lbs.) - \$275
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Golf Carts - \$150
- Pianos (Upright and Spinnet only)- \$275
- Heavy Items exceeding 400lbs - \$75

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2.2 Elevator or Stair Carry

College Hunks Moving does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

College Hunks Moving does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

College Hunks Moving does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 College Hunks Moving does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.

2.5.2 College Hunks Moving is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. College Hunks Moving reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

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2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of College Hunks Moving.

SECTION 3

3.0 Rules and Regulations

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. College Hunks Moving must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, College Hunks Moving reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. College Hunks will pay \$.60 per pound of an item. The customer has the right to purchase their own insurance before the move. If there is damage, notify College Hunks Moving immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

3.2 Computing Charges

College Hunks Moving's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

NOTE – If customer elects to pay by credit card, College Hunks Moving passes along the credit card processing fee of 2.5% to the total final bill.

3.3 Governing Publications

College Hunks Moving's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

3.4.1. Standard. College Hunks Moving maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of College Hunks Moving will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

3.4.2. Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers

3.5 Items of Particular Value

College Hunks Moving does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. College Hunks Moving will not accept responsibility for safe delivery of such articles if they come into College Hunks Moving's possession with or without College Hunks Moving's knowledge.

Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of College Hunks Moving's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.7 Delays

College Hunks Moving shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

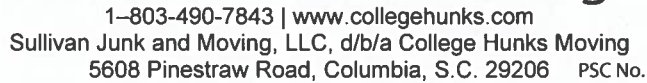
APPENDIX A

All packing supplies, boxes, and moving accessories will be charged at market price.

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Name _____ Phone _____ Email _____

Total cost

Estimated
Cost

MATERIAL TOTAL	\$
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TOTAL CHARGES	\$
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DATE _____ SIGNATURE _____

DATE X
COLLEGE HUNKS MOVING (CARRIER)

- 1. LIABILITY OF THE MOVER:** (A) Notwithstanding the value declared, the Mover's liability shall not exceed 60 cents per pound per article for any of the following:
- i) In the event of injury or damage to any fragile articles (articles susceptible to breakage or crushing), the Mover shall be liable only in the amount of 60 cents per pound per article, unless such articles are both packed and unpacked by its employees, and subject to the further condition that such injury or damage is caused by the Mover;
 - ii) The Mover may, at its sole discretion, refuse to carry any items, including, but not limited to currency, money, bullion, notes, securities, precious stones, species, silverware, jewelry, watches, pearls, furs, documents, stamps, accounts bills, Deeds, evidences of debt, letters, manuscripts, mechanical drawings, blueprints, records, or other valuable papers, or any article of extraordinary value (items valued in excess of \$100 per pound), and shall only carry such articles when specifically declared in writing, and the additional valuation charges are paid by the Shipper. In the event of a claim related to any such undeclared articles, the Mover shall not be liable for an amount in excess of 60 cents per pound per article, for any reason whatsoever.
 - iii) The Mover shall not be charged with the knowledge of the contents of containers or drawers, or condition thereof, which the shipper packed, prepared, sealed, or refuses to open to allow the Mover to inspect, and the Mover shall be liable only in the amount of 60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof;
 - iv) The Mover's liability shall not exceed 60 cents per pound per article for the mechanical or electrical malfunction of any articles such as, but not limited to computers and computer equipment, pianos, radios, television sets, video cassette recorders (VCRs), digital video disc (DVD) players, barometers, refrigerators, washers, dryers, phonographs, clocks, air conditioners, whether or not such articles are packed or unpacked by the Mover.
- (B) The Mover has the right, shall be immediately notified of, and given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the items and original packing materials.
- (C) The Mover's liability with regard to sets or matched pieces shall be limited to repair or replacement, whichever is less, of the lost or damaged pieces only, and shall not extend to repair, replacement, or recovering the entire set, but in no event to exceed the released or declared value as indicated.
- (D) The Mover shall not be liable for loss or damage caused after the property has been delivered to or receipted for by the consignee or Shipper or the authorized agent of either.
- (E) Where the Mover is directed to load property from (or render any services at) a place or places at which the Shipper or its agents is not present, the property shall be at the risk of the Shipper before loading.
- (F) Mover will not be liable for the following:
- i) To the extent not caused or aggravated by the Mover, any loss or damage by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions.
 - ii) Any loss or damage caused by natural deterioration, inherent vice or defect of the property, or loss, damage, or delay contributed to or caused by acts or omissions of the Shipper, or by acts of war, terrorism, insurrection, nuclear explosion or contamination, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Mover's control.
- (G) Where the shipment has been released to the Mover at a value not exceeding 60 cents per pound per article as per declaration of value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Mover's liability limited to 60 cents per pound per article. All of the liability in excess of 60 cents per pound per article is solely the Shipper's responsibility with respect to any damage, loss, or delay for any reason whatsoever.
- (H) Where the shipment has been released to the Mover at a value in excess of 60 cents per pound per article as per declaration of value on the face hereof, and in consideration of the additional charge for such value scheduled thereon, it is agreed that the Mover's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality, whichever is less, not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event shall the Mover's liability for all loss and damage to the shipper's property exceed the value declared by the Shipper, on the face hereof.

2. TERMS OF PAYMENT: The Payments for services and other charges indicated on the Estimate/Order for Service and any Addendums executed in the course of the move are due and payable before the Mover relinquishes possession of your household goods. Charges for any unforeseen and unestimated services or materials required in the course of the move are due and payable upon presentation of invoice. If any charges are not paid when due, interest at the maximum rate allowable by the state law will be charged on all such unpaid balances. Where the Shipper's move is billed to an employer or a party other than the Shipper, the Shipper is liable for all Mover charges if that employer or other party fails to make payment as promised. It is agreed between the Mover and the Shipper that a deposit for services to be rendered as specified on the face of this contract will be treated as liquidated damages and retained by the Mover in the event that the Shipper cancels or breached this Contract for any reason within 48 hrs of service.

3. OWNERSHIP OF GOODS: The Shipper has represented and warranted to the Mover that the Shipper has a lawful possession of, legal right, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to pay all storage and other charges, and agrees to indemnify the Mover for all costs, expenses, and attorney's fees that the Mover may reasonably incur or become liable to pay in connection therewith. The Mover shall have a lien on said property for all charges and for such costs and expenses.

4. CLAIM FILING / TIME LIMIT / COMPLAINT PROCEDURES: The Mover shall not be liable for the loss or damage to the goods tendered hereunder, or any part thereof, unless a claim is made, in writing, to the address of the Mover listed on the front of this Contract and filed with the Mover within thirty (30) days or by calling 800-Junk-USA. The office maintains normal business hours (8 a.m. - 5 p.m.) Monday-Friday. For information on claims status, or to report a complaint, call our office. No claim will be honored until full payment for services has been made. No Suit may be instituted by the Shipper against the Mover to recover for claimed loss or damage unless such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused.

5. HARMFUL ITEMS: Any party, directly or indirectly, tendering to the Mover any explosives or flammable or dangerous goods, shall be liable for all loss or damage caused by such goods and such goods may be destroyed without compensation.

6. DELIVERY: The Mover will make reasonable efforts to complete delivery and is not responsible if the physical conditions or other special circumstances prevent completion. If the Mover cannot deliver the goods in an ordinary way (by stairs or elevator), there will be an extra charge for hoisting, lowering, or other labor or equipment necessary. The Shipper must make advance arrangements for elevators or other services and pay any charges. The Mover will charge for waiting time caused by lack of sufficient elevator service or any other causes beyond the Mover's control. If no authorized person is present to accept the goods at the agreed time, or if orders are incomplete, the Mover will deliver the goods at the Shipper's risk using reasonable judgment.

7. ENTIRE AGREEMENT-SEVERABILITY: The agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Shipper and an officer of the Mover, and it shall be deemed to apply to all property of any nature or description which the Mover may now or at any time in the future pack or ship for the Shipper's account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract, then said Contract shall be fully enforceable and all govern the rights and responsibilities of the parties.